

022007/23

022007/23

In accordance with  
Sections 859A and  
859J of the Companies  
Act 2006

MR01

## Particulars of a charge



Go online to file this information  
[www.gov.uk/companieshouse](http://www.gov.uk/companieshouse)

A fee is be payable with  
Please see 'How to pay' on

☒ **What this form is for**  
You may use this form to register  
a charge created or evidenced by  
an instrument

☒ **What this form is NOT for**  
You may not use this form  
to register a charge where the  
instrument Use form MR08

This form must be delivered to the Registrar for registration within  
21 days beginning with the day after the date of creation of the charge. If  
delivered outside of the 21 days it will be rejected unless it is accompanied by a  
court order extending the time for delivery

☒ You must enclose a certified copy of the instrument with this form. This will be  
scanned and placed on the public record. **Do not send the original**

**THURSDAY**

RCS 01/12/2016 #36  
COMPANIES HOUSE  
\*R5KWXSMT\*

A10 13/12/2016 #158  
COMPANIES HOUSE  
\*A5LRQQ5L\*

A38 01/12/2016 #76  
COMPANIES HOUSE  
\*A5KXHNKQ\*

A23 22/11/2016 #146  
COMPANIES HOUSE  
\*A5K9VGG8\*

## 1 Company details

Company number 9 3 9 2 8 3 7 ✓

Company name in full REYNOLDS DEVELOPMENTS LTD. ✓

For official use

→ **Filling in this form**  
Please complete in typescript or in  
bold black capitals

All fields are mandatory unless  
specified or indicated by \*

## 2 Charge creation date

Charge creation date d 1 d 8 m 11 y 20 y 1 y 6 X ✓

## 3 Names of persons, security agents or trustees entitled to the charge

Please show the names of each of the persons, security agents or trustees  
entitled to the charge

Name ALTO(UK) Ltd ✓

Name

Name

Name

If there are more than four names, please supply any four of these names then  
tick the statement below

☐ I confirm that there are more than four persons, security agents or  
trustees entitled to the charge

MR01

## Particulars of a charge

4

## Brief description

Please give a short description of any land, ship, aircraft or intellectual property registered or required to be registered in the UK subject to a charge (which is not a floating charge) or fixed security included in the instrument

Please submit only a short description. If there are a number of plots of land, aircraft and/or ships, you should simply describe some of them in the text field and add a statement along the lines of, "for more details please refer to the instrument"

Please limit the description to the available space

Brief description

Harby Dairy  
7.9 Langer Lane  
Harby  
LE14 4BL ✓

5

## Other charge or fixed security

Does the instrument include a charge (which is not a floating charge) or fixed security over any tangible or intangible or (in Scotland) corporeal or incorporeal property not described above? Please tick the appropriate box

☐ Yes

☒ No

6

## Floating charge

Is the instrument expressed to contain a floating charge? Please tick the appropriate box

☐ Yes Continue

☒ No Go to **Section 7**

Is the floating charge expressed to cover all the property and undertaking of the company?

☐ Yes

7

## Negative Pledge

Do any of the terms of the charge prohibit or restrict the company from creating further security that will rank equally with or ahead of the charge? Please tick the appropriate box

☒ Yes

☐ No

8

Trustee statement <sup>①</sup>

You may tick the box if the company named in Section 1 is acting as trustee of the property or undertaking which is the subject of the charge

☐

<sup>①</sup> This statement may be filed after the registration of the charge (use form MR06)

9

## Signature

Please sign the form here

Signature

Signature

X  X

This form must be signed by a person with an interest in the charge

MR01

## Particulars of a charge

**Presenter information**

You do not have to give any contact information, but if you do, it will help Companies House if there is a query on the form. The contact information you give will be visible to searchers of the public record

Contact name **POOKEY**Company name **DEVEREAUX**Address **Devereaux Solicitors  
4th Floor****9-13 Cursitor Street  
London****EC4A 1LL  
Telephone 020 7242 7766 Facsimile 020 7649 9698**

Post town

County/Region

Postcode

Country

DX **Devereaux Solicitors  
DX 370**Telephone **LONDON/CHANCERY LN****Certificate**

We will send your certificate to the presenter's address if given above or to the company's Registered Office if you have left the presenter's information blank

**Checklist**

**We may return forms completed incorrectly or with information missing**

**Please make sure you have remembered the following**

- ☐ The company name and number match the information held on the public Register
- ☐ You have included a certified copy of the instrument with this form
- ☐ You have entered the date on which the charge was created
- ☐ You have shown the names of persons entitled to the charge
- ☐ You have ticked any appropriate boxes in Sections 3, 5, 6, 7 & 8
- ☐ You have given a description in Section 4, if appropriate
- ☐ You have signed the form
- ☐ You have enclosed the correct fee
- ☐ Please do not send the original instrument, it must be a certified copy

**Important information**

Please note that all information on this form will appear on the public record

**How to pay**

A fee of £23 is payable to Companies House in respect of each mortgage or charge filed on paper.

Make cheques or postal orders payable to 'Companies House'

**Where to send**

You may return this form to any Companies House address. However, for expediency, we advise you to return it to the appropriate address below

**For companies registered in England and Wales.**

The Registrar of Companies, Companies House,  
Crown Way, Cardiff, Wales, CF14 3UZ  
DX 33050 Cardiff

**For companies registered in Scotland**

The Registrar of Companies, Companies House,  
Fourth floor, Edinburgh Quay 2,  
139 Fountainbridge, Edinburgh, Scotland, EH3 9FF  
DX ED235 Edinburgh 1  
or LP - 4 Edinburgh 2 (Legal Post)

**For companies registered in Northern Ireland**

The Registrar of Companies, Companies House,  
Second Floor, The Linenhall, 32-38 Linenhall Street,  
Belfast, Northern Ireland, BT2 8BG  
DX 481 N R Belfast 1

**Further information**

For further information, please see the guidance notes on the website at [www.gov.uk/companieshouse](http://www.gov.uk/companieshouse) or email [enquiries@companieshouse.gov.uk](mailto:enquiries@companieshouse.gov.uk)

This form is available in an alternative format. Please visit the forms page on the website at [www.gov.uk/companieshouse](http://www.gov.uk/companieshouse)

DX



FILE COPY

## **CERTIFICATE OF THE REGISTRATION OF A CHARGE**

Company number. 9392837

Charge code: 0939 2837 0001

The Registrar of Companies for England and Wales hereby certifies that a charge dated 18th November 2016 and created by REDMILE DEVELOPMENTS LIMITED was delivered pursuant to Chapter A1 Part 25 of the Companies Act 2006 on 1st December 2016.

Given at Companies House, Cardiff on 19th December 2016



Companies House



THE OFFICIAL SEAL OF THE  
REGISTRAR OF COMPANIES

DATED 18th November 2016

Redmile Developments Ltd (1)

- and -

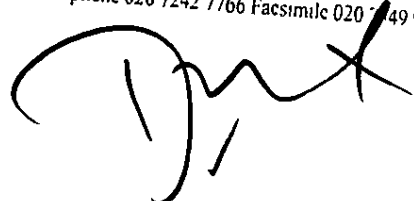
Alto (UK) Ltd (2)

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LEGAL CHARGE

THIS IS A CERTIFIED TRUE COPY

Devereaux Solicitors  
4th Floor  
9-13 Cursitor Street  
London  
EC4A 1LL  
Telephone 020 7242 7766 Facsimile 020 749 9698



THIS DEED is made on

18 November

2016

BETWEEN -

- (1) **Redmile Developments Ltd** (Co No 9392837) whose registered office is at Leytonstone House 3 Hanbury Drive London E11 1GA (the "**Chargor**"), and
- (2) **Alto (UK) Limited** (company number 00738697 whose registered office is at 12 Crescent Road London E4 6AT (the "**Chargee**")

IT IS AGREED as follows -

## 1 INTERPRETATION

1.1 In this Deed -

"Act"	means the Law of Property Act 1925,
"Encumbrance"	means any mortgage, pledge, lien, charge, security assignment, hypothecation, standard security, security trust, encumbrance or security interest and any other agreement or arrangement entered into to create or confer security over any asset,
"Facility"	means the sum of £500,000 00 due to the Chargee from the Chargor under the Facility Letter,
"Facility Letter"	means the Facility Letter made between the parties a copy of which is attached hereto,
"Interest"	means interest at the yearly rate of 7.5% per annum compounded half yearly on the 30 <sup>th</sup> June and 31 <sup>st</sup> December each year ,
"Property"	means the property known as Harby Dairy 7-9 Langar Lane Harby LE14 4BL as shown edged red on the attached plan being part of the land registered at Land Registry under title number LT 445983
"Receiver"	includes a receiver, a receiver and manager and an administrator,
"Secured Liabilities"	All present and future debts, obligations or liabilities of the Chargor to the Chargee including, without limitation, the Facility together with all costs, interest thereon, commission and other charges together with Interest on the Facility (as well after as before any demand or judgment) and all amounts payable under or in connection with this Deed

1 2 In interpreting this Deed -

1 2 1 the expression "**Chargor**" shall include their respective successors in title and assigns,

1 2 2 references to Clauses are to Clauses of this Deed unless stated otherwise,

1 2 3 the singular includes the plural and vice versa, the masculine includes the feminine and a "**person**" includes any individual, firm, unincorporated association or body corporate,

1 2 4 the headings to this Deed shall be ignored

## 2 **COVENANT TO PAY**

2 1 The Chargor covenants with the Chargee to pay to the Chargee the Secured Liabilities or discharge the Secured Liabilities as and when the same fall due and in accordance with the terms of the Facility Letter or on any of the Events of Default (without the necessity of any demand being made) together with Interest and all other amounts secured by this Deed

2 2 The Chargor shall pay Interest from the date on which the Secured Liabilities become due and payable until the date of actual payment (as well after as before any demand or judgment)

2 3 The Chargor shall pay all the costs of preparing, administering and enforcing this Deed (including any legal costs, the costs of any Receiver appointed by the Chargee, administrative costs, commission and expenses of the Chargee)

## 3 **CHARGE**

As a continuing security to the Chargee for the payment and discharge of the Secured Liabilities, the Chargor with full title guarantee charges to the Chargee the Property by way of fixed legal charge,

## 4 **ENFORCEABILITY**

The statutory power of sale arises on the date of this Deed. The Secured Liabilities shall become immediately due and payable without demand and the statutory power of sale will be exercisable by the Chargee on the occurrence of the following events (the "Events of Default") -

4 1 if the Chargor in accordance with the Facility Letter defaults in payment or discharge of any of the Secured Liabilities, or

4 2 if the Chargor shall be in breach of any of its or his obligations under this Deed or under any other agreement between the Chargor and the Chargee, or

4 3 (where the Chargor is or includes a company) upon the presentation of a petition, or the making of an order for the winding up of such company or upon such company passing a resolution for voluntary winding up (save with the prior written consent of the Chargee for the purpose of a solvent reconstruction or amalgamation only) or if such company shall enter into any composition or arrangement for the benefit of its creditors,

- 4 4 (where the Chargor is or includes an individual) becomes incapable of managing his affairs or has a petition for a bankruptcy order presented against him or enters into a voluntary arrangement (whether as an individual or as a partner) or other composition or arrangement with his creditors or if circumstances exist which would allow for a bankruptcy petition to be presented against him,

whereupon (and at any time following) whether or not any of the events listed in Clause 4 is continuing the powers under sections 101 and 109 of the Act as varied and extended by this Deed shall be exercisable

## 5 FURTHER COVENANTS OF THE CHARGOR

The Chargor covenants with the Chargee -

- 5 1 to keep all buildings and structures at or on the Property in good repair and condition and so that the Chargee (or any Receiver appointed by the Chargee) may, if the Chargor shall fail to do so, enter upon the relevant Property and put such buildings or structures into good repair and condition without becoming liable as mortgagee in possession and any monies expended for that purpose shall, together with interest, be charged upon the Property,
- 5 2 forthwith upon becoming aware of them to provide to the Chargee copies of notices affecting any Property and (if the Chargee requires) forthwith and at the Chargor's cost take all reasonable and necessary steps to comply with any such notice and make or join with the Chargee in making such objections or representations in respect of such notice as the Chargee shall reasonably require,
- 5 3 if the Property is leasehold to pay the rents and observe and perform the tenant's covenants and obligations contained in the lease for the Property and not to vary or agree to vary any terms of such lease or agreement for lease, underlease or tenancy without the prior written consent of the Chargee and to require punctual and full observance and performance of any landlord's obligations, covenants and conditions,
- 5 4 to observe and perform all covenants, stipulations and conditions to which the Property (or its use) is now, or at any time following shall be, subject to and (when requested by the Chargee) produce to the Chargee satisfactory evidence that such matters have been observed and performed,
- 5 5 not to create, suffer or permit any Encumbrance over the Property (or any part thereof) nor do anything which may in any way depreciate, jeopardise or otherwise prejudice the value of the Property,
- 5 6 to pay and keep the Chargee indemnified against all rates, taxes, duties, charges, assessments and outgoings whatsoever which shall be charged levied or imposed upon the Property or any part thereof or which shall be payable by the Chargor or the Chargee or the Receiver of the Property
- 5 7 To maintain comprehensive buildings insurance over the Property against fire and such other risks as the Chargee shall from time to time require in a reputable office and ensure a note of the Chargees interest in endorsed thereon

## 6

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On the appointment of a Receiver (under Clause 7) section 109(6) of the Act shall apply as if the words "not exceeding five per centum on the gross amount of all money received" are omitted with the words "or in any subsequent written notification from the Chargee to the Receiver" were included after the words "his appointment"

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## 8

The Chargee shall not nor shall any Receiver appointed hereunder be liable to account as mortgagee in possession in respect of the Property or any part thereof or be liable for any loss upon realisation or diminution in value happening in or about the exercise or execution of any power conferred hereby or by statute or for any neglect or default of any nature whatsoever in connection with the Property or any part of the Property

## 9

The Chargor hereby requests the Chief Land Registrar to enter the following restriction on the Proprietorship Register of any registered land forming part of the Property

"RESTRICTION

Except under an order of the Registrar, no disposition of the registered estate by the proprietor of the land is to be registered without a written consent by the proprietor for the time being of the charge dated 2016 in favour of Alto (UK) Limited (or their solicitors Devereaux 9-13 Cursitor Street EC4 A 1LL) referred to in the charges register"

## 10

- 10 1 This security shall be a continuing security to the Chargee and shall not be considered as satisfied or discharged by any intermediate payment of the whole or part of the monies owing under this Deed but shall constitute and be a continuing security to the Chargee notwithstanding any settlement of account or other matter or thing whatsoever
- 10 2 Subject to Clause 10 3 the Chargee may appropriate all payments received for the account of the Chargor in reduction of any part of the Secured Liabilities as the Chargee decides
- 10 3 The Chargee may open a new account or accounts upon the Chargee receiving actual or constructive notice of any charge or interest affecting the Property or the Secured Liabilities Whether or not the Chargee opens any such account no payment received by the Chargee after receiving such notice shall (if followed by any payment out of or debit to the relevant account) be appropriated towards or have the effect of discharging any part of the Secured Liabilities outstanding at the time of receiving such notice

### 13 MISCELLANEOUS

- 13 1 The Chargor represents and warrants to the Chargee that the execution of this Deed and the observance and performance of the obligations of the Chargor to the Chargee does not contravene any charge, mortgage, lease, loan, facility agreement or memorandum and articles of association or other deed or document whatsoever
- 13 2 The Chargor will at the Chargor's own cost at the Chargee's request execute any deed or document and take any action required by the Chargee to perfect this security or further to secure the Secured Liabilities on the Property
- 13 3 No delay or failure to exercise on the part of the Chargee any right power or privilege under this Deed shall operate as a waiver nor shall any single or partial exercise of such right power or privilege preclude the further exercise of such one or other right power or privilege and the rights or remedies which are provided in this Deed are intended to be cumulative and not exclusive of any other right or remedy provided by law or otherwise
- 13 4 Each of the provisions of this Deed is severable and distinct from the others and if at any time one or more of such provisions is or becomes invalid illegal or unenforceable, the validity legality and enforceability of the remaining provisions hereof shall not in any way be affected or impaired thereby

### 14 GOVERNING LAW

This Deed shall be governed by and interpreted with English Law

### 15 CONTRACTS (RIGHTS OF THIRD PARTIES) ACT 1999

It is not intended that any third party should have the right to enforce any terms of this Deed pursuant to the Contracts (Rights of Third Parties) Act 1999 unless the right of enforcement is expressly provided for in this Deed or has been assigned to such third party as permitted by this Deed and **FURTHER** that the parties hereto may, by agreement, rescind or vary this Deed without the consent of a third party to whom the right of enforcement of any of its terms has been expressly provided

**EXECUTED AS A DEED** by the parties on the date which first appears in this Deed

**EXECUTED** as a **DEED**

And **DELIVERED** on behalf of

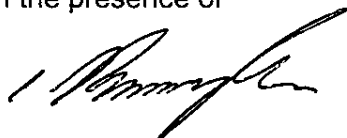
**Redmile Developments Ltd**

Acting by



**Director**

in the presence of



C NEWINGTON.

# ALTO (UK) LTD.

Tel. +44 (0) 208279 9358  
Email: [ktuson@tusonsltd.com](mailto:ktuson@tusonsltd.com)

Correspondence address  
12 Crescent Road  
Chingford  
London  
E4 6AT

Date 3rd October 2016

C Cahn  
Director Redmile Developments Ltd  
Kirkstall Rd  
London SW2 4HD

Dear Sirs

## RETURN COPY

We write to confirm that Alto (UK) Ltd ("AUK") is prepared to make a loan facility available under the terms and conditions detailed below -

1. **Borrower:**  
Redmile Developments Ltd of Leytonstone House, 3 Hanbury Drive, London, E11 1GA
2. **Amount:**  
Up to GBP 500,000 Pounds Sterling (FIVE HUNDRED THOUSAND POUNDS) or the balance outstanding from time to time ("the Loan")
3. **Purpose:**  
To provide working capital for your property development business
4. **Drawdown:**  
The full amount of the loan has already been drawn
5. **Period:**  
Subject to AUK not demanding earlier repayment in the event of a material breach of the terms of this letter, the loan will be made available until 30 June 2017
6. **Interest:**  
Interest will be payable at a rate of 7.5% per annum above the Bank of England base rate (as amended from time to time)  
  
Interest will be calculated both before and after demand or judgement on a daily basis. Interest will be compounded and payable half yearly on 30 June and 31 December each year and on final repayment of the Loan and will be calculated on a 365 day basis on the number of days elapsed

If AUK demand repayment at any time as a result of a material breach of the terms of this letter, then interest will be payable as aforesaid at 10 % per annum above the Bank of England base rate (as amended from time to time), subject to a minimum of 10% per annum

Changes to the Bank of England base rate will be advertised in the UK National Press. At the time of writing the interest rate applicable to the Loan is 7.75 % per annum. Save in the case of manifest error the lender's determination of the rate of interest payable will be conclusive.

**7. Repayment:**

The loan is to be reduced to £250,000 or less by 31st March 2017 and repaid in full by 30th June 2017.

**8. Prepayment:**

The Borrower may prepay the Loan or part thereof at any time on the expiration of seven days notice in writing to AUK. Any amounts so prepaid will not be available for redrawing.

**9. Arrangement Fee: None**

**10. Security:**

The loan shall be secured by first legal charges over No's 7 and 9 Langar Lane, Harby, Leicestershire LE14 4BL and plots 7,8 and 10 The Dairy, Harby, Leicestershire such charges to be removed as appropriate to facilitate the sale of the charged properties by the Borrower.

**11. Other Documentation**

Such other documentation that AUK may reasonably require including a regular review of the portfolio of investments and their performance.

**12. Other Conditions:**

AUK will require that:-

- 12.1 The agreement constituted by this letter shall be binding on and inure to the benefit of AUK and its respective successors and assigns. AUK may at any time assign or otherwise transfer (by participation or otherwise at its own cost and expense) any or all of its rights, or delegate any or all of its obligations, hereunder. However, the Borrower may not assign any rights, nor delegate any obligations, under this letter without the prior written consent of AUK.

- 12 2 All expenses and/or costs incurred by AUK in connection with the Loan and the taking of security will be for the account of the Borrower. Such expenses will include any expenses incurred after acceptance of this letter, even if the proposed transaction does not proceed. When signing and returning the enclosed duplicate of this letter, the Borrower agrees to indemnify AUK against any costs, losses or expenses which may arise at any time in relation to the Loan, or any matter pertaining thereto.
- 12 3 No failure or delay on the part of AUK to exercise any power right or remedy under this facility letter will operate as a waiver thereof nor will any single or partial exercise by AUK of any power right or remedy preclude any other or further exercise thereof or the exercise of any other power right or remedy. The remedies provided in this letter are cumulative and are not exclusive of any remedies provided by law.
- 12 4 Any notice, communication, writ, Judgement or other notice of legal process ("Notices") shall be sufficiently served on the Borrower if sent or delivered to the Borrower at the above address or such other address last known to AUK. Any Notices by letter delivered personally, or sent by facsimile, will be deemed to have been received at the time of delivery/sending or if sent by post 72 hours after despatch. Any Notice to AUK will be effective only when AUK receives it.

### **13 Miscellaneous Provisions**

- 13 1 Save where the contrary appears any reference in this letter to the agreement or any agreements or documents shall be construed as a reference to this letter or, as the case may be, such other agreements or documents as the same may have been or may from time to time amended, varied or novated.
- 13 2 Paragraph and schedule headings are for ease of reference only.
- 13 3 Unless the context otherwise requires, words importing the singular shall include the plural and vice versa and words importing the neuter gender shall include the feminine or masculine and vice versa.

### **14 Governing Law:**

The construction validity and performance of this Loan Offer Letter shall be governed in all respects by the Laws of the United Kingdom and the parties hereto irrevocably submit to the jurisdiction of the competent courts of the United Kingdom in respect of any dispute or matter arising out of or connected with this Agreement.

### **15 Warranty:**

By signing and returning the enclosed duplicate of this letter, the Borrower warrants that -

- 15 1 The Borrower is not currently subject to bankruptcy proceedings and that there are no pending or threatened actions, proceedings or happenings, nor will there be at the time of drawdown, which might materially affect the Borrower's financial

condition

- 15.2 The obligations on the part of the Borrower in any Security Documentation in as far as they relate to the Borrower herein described constitute, legal, valid and binding obligations of the Borrower, both now and at the time of drawdown enforceable in accordance with their respective terms.
- 15.3 The choice of United Kingdom to govern this facility letter and any Security described in clause 10 is valid and the Borrower submits to the non-exclusive jurisdiction of the United Kingdom Courts in relation to clause 10 Security, save that nothing contained within this clause will limit AUK from taking proceedings against the Borrower in any other jurisdiction, whether concurrently or not.

Whilst AUK regards the Loan as a term commitment, it will be subject to AUK's right to demand repayment at any time in the event of a material breach by the Borrower of the terms of this Agreement particularly should there be any default on the part of the Borrower

This letter remains open for acceptance until 21st October 2016 and should the Borrower be in agreement with the above terms and conditions, kindly sign and return the enclosed duplicate of this letter by such date


Yours faithfully  
For and on behalf of  
**Alto (UK) Ltd**

Director

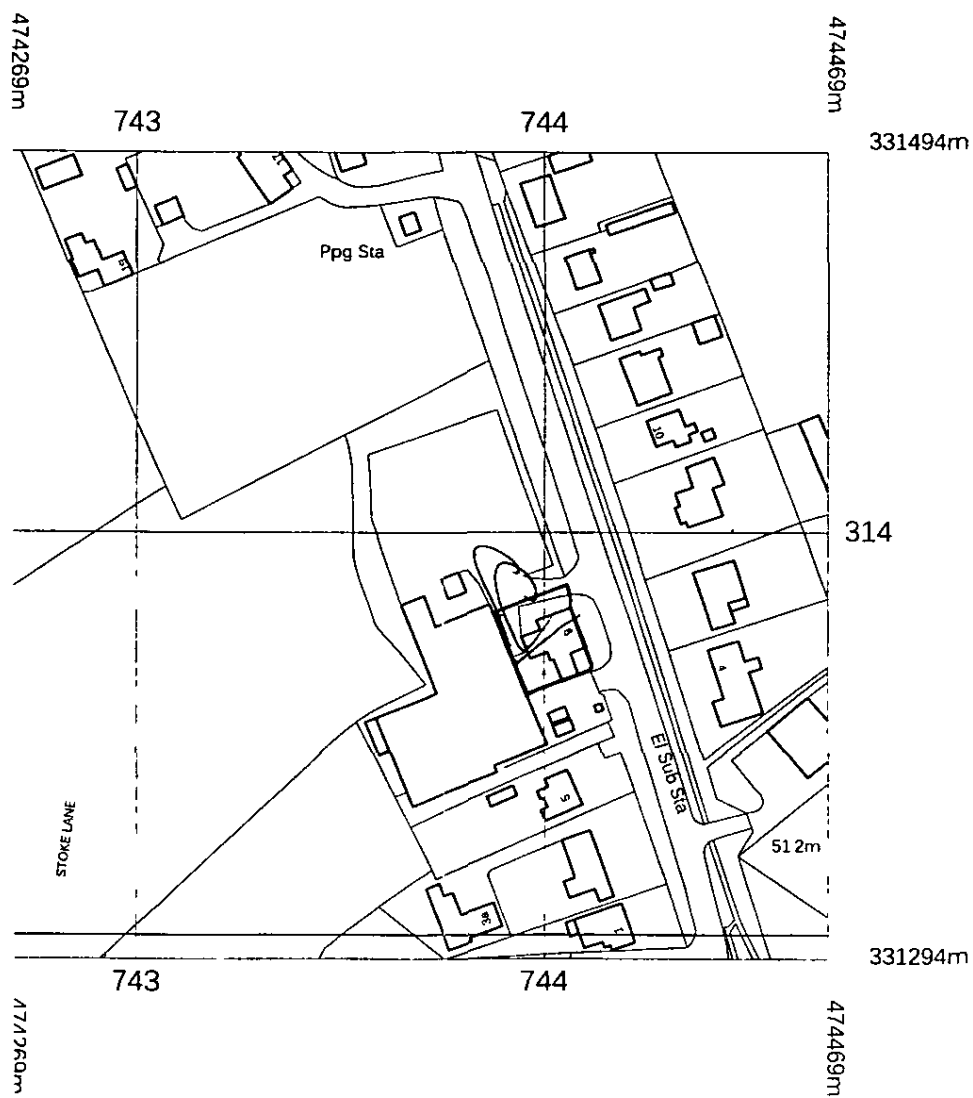
We hereby confirm our agreement to the above terms and conditions



C. Calm  
Director  
Redmile Developments Ltd



Date



OS Site Location Plan Registered with Standfords ref 01915309

0 10 100m

DRAWING  
Conveyance plan for no 7+9  
Langer Lane

PROJECT  
new residential scheme

LOCATION  
Langer Lane Harby

cv-002

SCALE  
1:1250 @ A3

DRAWN  
jun 2016

3 33 235 2358  
- 403A, 2, 74125, 3

red sky